

DRAFT

SECOND AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND INFOSEND, INC.,
FOR UTILITY BILLING SERVICES

This Amendment to Service Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and INFOSEND, INC., a California corporation ("CONTRACTOR").

WHEREAS, on March 18, 2004, CITY and CONTRACTOR entered into a Service Agreement whereby CONTRACTOR would provide specialized services in relation to utility billing, including designing, printing, inserting and mailing CITY's utility bills; and

WHEREAS, on January 12, 2005, CITY and CONTRACTOR agreed to amend the Agreement by modifying Exhibit "B" to include a reduced price for electronic utility bills; and

WHEREAS, the parties now agree that a Second Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO SERVICE AGREEMENT:

Section 2. Time for Performance – Delete the original paragraph and replace it with the following:

The term of this Agreement shall be from the date of Agreement execution through June 30, 2007, unless other terminated. CONTRACTOR shall deliver the agreed upon services to CITY as specified in Exhibit "A".

Exhibit "B" - Cost Breakdown – Increase Per Piece Cost for Hardcopy Utility Bills from \$0.155 to \$.165, effective July 1, 2005.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Second Agreement Amendment.

ATTEST: CITY OF SUNNYVALE ("CITY")

By _____

By _____
City Manager

APPROVED AS TO FORM:

INFOSEND, INC. ("CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title